

1 BILL NO. S-82-04- 34

2 SPECIAL ORDINANCE NO. S- 81-820

3  
4 AN ORDINANCE approving a contract for  
5 Resolution No. 356-81, Baxter-Richards-  
6 ville, between the City of Fort Wayne,  
7 Indiana, and Scheidleman Excavating, Inc.  
8 for the repair of an existing 15"  
9 combination sewer.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated April 14, 1982  
13 between the City of Fort Wayne, Indiana, by and through its Mayor  
14 and the Board of Public Works and Scheidleman Excavating, Inc.,  
15 for:

16 the repair of an existing 15" combination  
17 sewer located within the alley bounded  
18 on the south by Baxter Street, on the  
19 north by Richardsville Avenue, on the  
20 east by Hanna Street and on the west  
21 by Monroe Street,

22 under Board of Public Works Resolution No. 356-81, Baxter-Richards-  
23 ville, at a total cost of \$19,399.30, all as more particularly  
24 set forth in said Contract which is on file in the Office of  
25 the Board of Public Works and is by reference incorporated herein  
26 and made a part hereof, be and the same is in all things hereby  
27 ratified, confirmed and approved.

28 SECTION 2. That this Ordinance shall be in full force  
29 and effect from and after its passage and approval by the Mayor.

30  
31   
32 COUNCIL MEMBER

33 APPROVED AS TO FORM AND  
34 LEGALITY APRIL 23, 1982

35   
36 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Ston, and duly adopted, read the second time by title and referred to the Committee City Clerk (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., E.S.T.

DATE: 4-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>✓</u>	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-11-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-51-82  
on the 11th day of May, 1982

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 1982, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of May, 1982, at the hour of 4 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-04-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Resolution No. 356-81, Baxter-  
Richardsville, between the City of Fort Wayne, Indiana and Scheidleman  
Excavating, Inc. for the repair of an existing 15" combination sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PA PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

5-11-82

CONCURRED IN

DATE            CHARLES W. WESTERMAN, CITY CLERK

71-222-12  
4/14/82

CONTRACT NO. 356-1981

Board Order No. 136-81

THIS CONTRACT made and entered into in triplicate this 14<sup>th</sup> day of April, 1982, by and between Scheidleman Excavating Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Baxter Street - Richardsville Avenue Combination Sewer Repair Project  
Resolution No. 356-1981

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11089, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$19,399.30. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 356-1981.
- B. Instructions to Bidders for Contract No. 356-1981.
- C. Contractor's Proposal Dated
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11089.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Scheidleman Excavating Inc.

BY: John D. Scheidleman  
John D. Scheidleman, President

BY: Ramon Scheidleman  
Secretary, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Robert Proffer  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey  
Stephen A. Bailey, Chairman  
Roberta Anderson Staten  
Roberta Anderson Staten, Member

Betty Collins  
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1982.

WORKS

CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY  
PERFORMANCE AND GUARANTY BOND

SP 1953

MAR 26 1982

KNOW ALL MEN BY THESE PRESENTS, that we SCHWIDLERMAN EXCAVATING, INC.  
6225 Stonewall Creek Dr., Ft. Wayne, Ind. 46825  
(Contractor or Developer) as Principal, and the Guard Casualty & Surety Co.

(Insurance Company), a corporation organized under the laws of the State of  
Indiana (State and Date), and duly authorized to transact  
business in the State of Indiana, as Surety, are held firmly bound unto the City  
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 19,399.30  
(value of work) for the payment whereof well and truly to be made, the Principal  
and the Surety bind themselves, their heirs, executors, administrators, succes-  
sors and assigns, jointly and severally, firmly by these present. The condition  
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied  
for authority to construct or cause to be constructed, a water main to become  
part of the City's water distribution system, which said water main is to be  
built and constructed according to plans and specifications prepared by or  
approved by City and known as the BAXTER ST. RICHARDVILLE AVE.  
SANITARY SEWER REPAIR; and  
(Name of Project)

Resolution # 356-81

WHEREAS, the grant of authority by City to so construct such water main  
provides:

1. That said water main shall be completed according to said plans and speci-  
fications, and warrant and guarantee all work, material, conditions of the  
water main for a period of one (1) year from the date of final acceptance  
in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice; and,
4. To agree to maintain said water main for a period of one (1) year following  
written acceptance by the City of said water main; and



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

*Barry Scheideman*

*Secretary*

(Title)

SCHEIDLEMAN EXCAVATING, INC.

(Contractor or Developer)

BY: *[Signature]*

(Name)

*[Signature]*

(Title)

GUARD CASUALTY & SURETY INSURANCE CO.

(Insurance Company) Surety

\*BY: *[Signature]*

Authorized Agent

J. R. MORFORD, Attorney-in-fact

\*If signed by an agent,  
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

by: *John D. Scheidleman*, *John D. Scheidleman*, Pres.

(name)

(title)

JOHN D. SCHEIDLEMAN

and \_\_\_\_\_, \_\_\_\_\_, Pres.

(name)

(title)

J. R. MORFORD

of Donaldson, Morford, & Company and  
(company)

Attorney in Fact, for said Guard Casualty and Surety Insurance Company  
as surety, with both of whom I am personally acquainted, and acknowledged that  
they subscribed their signatures to the above and foregoing bond, in their  
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 10th day of March,

19 82.

*Before Me a Notary Public, in and for said State personally  
appeared John D. Scheidleman.*

J. R. Morford personally appeared  
Notary Public  
before me, March 16, 1982.

7-7-82  
My Commission Expires:

*Charles I. Lash*  
Notary Public

Resident of Allen County, IN.

*Jan 2-1986*  
My Commission Expires:



# GUARD CASUALTY AND SURETY INSURANCE COMPANY

129 E. Market St., Indianapolis, Indiana 46204  
(317) 638-1833

SP N<sup>o</sup> 1953

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint.

J. R. Morford

Indianapolis, Indiana

of

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

One Hundred Thousand Dollars and No/100 (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 1 19 82, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of March 10 19 82

GUARD CASUALTY AND SURETY INSURANCE COMPANY

By

*Leon E. Ellis*

STATE OF INDIANA  
COUNTY OF MARION

)  
) SS:

President

On this March 10, 19 82, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: July 1, 1982

*A. Brown*

Notary Public

FILE OF ORDINANCE

Resolution 356-81, Baxter-Richardsville

5-82-04-34

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

SYNOPSIS OF ORDINANCE Repair of an existing 15" combination sewer located within the

alley bounded on the south by Baxter Street, on the north by Richardsville Avenue,  
on the east by Hanna Street and on the west by Monroe Street.

The contract was awarded to Scheidleman Excavating, Inc.

EFFECT OF PASSAGE repair will insure continued use by property holders.

EFFECT OF NON-PASSAGE repairs cannot be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,399.30 - paid by the

Sewer Utility Fund of City Utilities.

ASSIGNED TO COMMITTEE

*city etc*